



how to contact us

For customer service call:
1-800-841-7000

• Para información en español,
presione el 8.

• For all other languages, press 0 and
ask for an interpreter.

TDD for the deaf and hard of hearing:
1-800-841-1743

account disclosures & regulations

relating to deposit accounts
and other services and
electronic fund transfer
agreement and disclosures

Effective
March 6,
2006

Washington Mutual Bank (also operating as
Washington Mutual Bank, FA)
and Washington Mutual Bank fsb
are insured by the FDIC.



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Balance Calculation/Determining Collected Balance	47
Branch/Financial Center/Financial Store	48
Cash Vouchers and Cash Dispensing Machines	48
Changes to Your Account Type	49
Collections	49
Conflicting Demands and Disputes	50
Credit Reporting Agencies/Reporting/Verification	51
Customer Responsibilities and Limit on Time to Assert Claims	51
Date and Time of Transaction	53
Death or Adjudication of Incompetency	54
Deposits	54
Disclosure of Information to Third Parties	55
Dishonored Checks (New York State Only)	56
Domestic Partnerships	56
Electronic Imaging of Checks	56
Electronic Redeposit of Returned Checks	56
Endorsements	56
Fees and Costs	57
Foreign Transactions	57
Gender, Singular and Plural	58
Identification and Taxpayer Identification	
Number Certification	58
Inactive Accounts	59
Insurance of Accounts/Pass-Through Insurance	59
Interbank and Interstate Transactions	60
Interest Payments and Conditions	60
Joint and Several Liability	61
Large Currency Transactions, OFAC and Other Laws	61
Legal Process	61
Limit of Liability	62
Minors' and Incompetents' Accounts	63
Monthly and Quarterly Cycles	63
Multiple Party Instructions	64
Offset Rights	64
Payment in Full	64
Permanent Interest Orders	64
P.O.D. and Totten Trust Accounts	65
Powers of Attorney/Appointment and Payment to Agents	65
Protecting Your Account	66
Recording and Monitoring	67
Records	67
Refusal/Termination/Restrictions on	
Accounts and Services	68
Reporting Negative Information to Credit	
Reporting Agency	68
Returned Items	68
Signature Verification and Notations	69
Statements, Notices and Other Information	70
Substitute Checks	71
Termination (See Amendment/Termination section)	
Third Party Networks/Service Providers/Clearinghouses	71
Transfer/Assignment	71
Waiver of These Rules	72
Wire Transfer Services	72
Withdrawals	75
Funds Availability	77
Electronic Fund Transfer Agreement and Disclosures	79
Check 21/Expedited Recredit	93
Taxpayer Information	94

Account Disclosures and Regulations

Washington Mutual offers a variety of products and services to meet your specific financial needs. These Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures (generally referred to as "Account Disclosures and Regulations") are intended to provide you with the rules, regulations and electronic fund transfer and other disclosures applicable to the products and services you select. As used herein, the terms "you", "your", "depositor", and "accountholder" mean each and every owner of, Authorized Signer on, and drawer of any item on, the account, and each and every person selecting a service described herein. The terms "Washington Mutual", "Bank", "we", "us", and "our" mean Washington Mutual Bank (also operating under the name Washington Mutual Bank, FA), or Washington Mutual Bank fsb, as the case may be. The Bank holding your account will be set forth on the Master Account Agreement or as otherwise set forth in written documentation from us.

The Contract

The contract of deposit shall be in writing and signed or otherwise accepted by all persons who, at the time the initial account is opened for such ownership capacity (vesting), have a current right to order payment of funds from the account, and shall be binding on their respective heirs, successors, representatives and beneficiaries except as limited by law. By signing or otherwise accepting your contract of deposit (also called the "Master Account Agreement") or other forms that you sign or otherwise accept when you open or request an account, product or service, or by using a Bank account, product or service without signature (except where signature is required by law), each of you represents and warrants individually and in your representative capacity, if applicable, that all information provided by any accountholder, owner, or Authorized Signer is true, correct, and complete and you agree that you (and your heirs, successors, representatives, and beneficiaries, if any) shall be bound by these Account Disclosures and Regulations and all amendments hereto from time to time in effect. Notwithstanding the preceding, if an accountholder has not signed or otherwise accepted the Master Account Agreement for the applicable account vesting such person is, nonetheless, subject to all terms and conditions of the Master Account Agreement and these Account Disclosures and Regulations unless such is prohibited by law, and such accountholder shall not use the account until such person has signed the Master Account Agreement.

These Account Disclosures and Regulations, and all other documents we provide or require you to sign or otherwise accept in connection with accounts and services (including without limit the Statement of Fees and the Bank Rate Information Sheet, if any, applicable to your account), are a part of your Master Account Agreement and incorporated therein by this reference. Your Master Account Agreement governs all accounts and related services opened by you or any of you in the ownership capacity in which you have opened them at the time you sign the Master Account Agreement, and governs all other accounts, and related products and services that you may from time to time authorize the Bank to open or provide to you in that ownership capacity. Each of you, if more than one, agree that any other of you may authorize Bank to open or provide other accounts, products and services from time to time on your behalf in the same ownership capacity and you agree to be bound by the terms and conditions applicable thereto. Such authorization may be made in any manner as Bank may, at its option, permit including, without limitation in writing, in person, orally, by telephone or

**ACCOUNT DISCLOSURES AND REGULATIONS
QUICK REFERENCE GUIDE**

These *Account Disclosures and Regulations* are intended to provide you with the rules and regulations applicable to the products and services you select. All sections applicable to these products and services should be read in their entirety.

Following are some of the topics most frequently referenced by customers, and the primary sections within these *Account Disclosures and Regulations* where this information is located. Note that other information related to these topics may be included in other sections of this booklet.

- **Check Holds** – See the *Funds Availability* section.
- **Debit Cards** – For accounts that include card access, if you have a card, we may link the account to any eligible card already issued to you. If we do not link your account to a card you already have, by opening the account, you request the card noted in the account description unless you tell us otherwise. If the account allows a Washington Mutual Debit MasterCard® or Washington Mutual Visa® Check Card, you may choose to have an ATM card instead. If the account allows any card type, you may choose to have no card at all.

The *WaMoola for Schools™* Debit MasterCard® or Visa® Check Card, as we may be offering at the time, is available upon request to customers enrolled in the *WaMoola for Schools®* program and is a substitute for the Debit MasterCard® or Visa® Check Card (standard, Gold or Platinum) that would otherwise be issued depending upon the type of checking account opened. The *WaMoola for Schools* card issued will possess the same attributes and be subject to the same terms and conditions as the Debit MasterCard® or Visa® Check Card for which it is being substituted.

- **Electronic Fund Transfers** – See the *Electronic Fund Transfer Agreement and Disclosures* section for information on automated teller machine (ATM), Point of Sale (POS), Automated Clearinghouse (ACH) and other types of electronic transfers.
- **Identification** – See the *Identification and Taxpayer Identification Number Certification* section for account opening and transaction identification requirements.
- **Overdrafts/Non-Sufficient Funds practices** – See the *Overdrafts/Non-Sufficient Funds* and *Overdraft Limit* sections.
- **Time Limit to Report Errors** – See the *Customer Responsibilities and Limit on Time to Assert Claims* section for requirements to report problems related to your account.

Introduction	5
Account Disclosures and Regulations	5
The Contract	5
Amendment	6
Governing Law	6
Customer Service Questions	6
Resolution of Disputes (Including Arbitration)	7
Disclosure of Account Terms	8
Checking Accounts	8
Interest Checking	8
Platinum Checking	9
Savings Accounts	15
Statement Savings/Platinum Savings/	
Individual Development Account	15
School Savings [®] Account	17
Money Market Accounts	18
Guaranteed Great Rate Money Market Account	18
Money Market Deposit Account	19
Time Deposits (CDs)	20
Certificate of Deposit	20
\$100,000 Certificate of Deposit	22
Liquid Certificate of Deposit	23
Deposit Accounts Held in IRAs, QRRs and CESAs	25
Retirement Certificate of Deposit	25
Retirement Money Market Deposit Account	27
Rules and Regulations Applicable to	
Checking Accounts, Savings Accounts and	
Money Market Accounts	28
Automatic Savings Plan	28
Check Cashing Requirements	28
Check Orders, Bank by Mail Kits and Format	28
Check Truncation (Safekeeping)/Cleared Checks	29
Interest-Bearing Checking Accounts	29
Limited Transaction Accounts	29
Minimum Balance to Maintain Account	30
Order of Posting	30
Overdraft Limit	30
Overdrafts/Non-Sufficient Funds	31
Plus Package	32
Postdated, Stale Dated and Conditional Checks	32
Regulatory Classification of Checking Accounts	33
Stop Payments	33
Rules and Regulations Applicable to All CDs	34
Additions to CDs	34
Bump Rate [®] Feature	35
Early Withdrawal Penalties	35
Early Withdrawal Without Penalty	36
Grace Period	36
Issuance and Production of CDs	36
Maturity Date and End of Term	36
General Regulations Relating to All Accounts	
and Services	36
Account Ownership	36
Account Ownership and Contact Information Changes	43
Accounts Presumed Abandoned	44
Address Confirmation Authorization	45
Adjustments	45
Amendment/Termination	45
Authorized Signers	46
Balance Calculation/Definitions	46

*Calls may be monitored to ensure internal quality and for training purposes.

electronic communication, at the Bank's discretion, or by your use of services without specific authorization (except as limited by law). All accounts, products and services opened shall remain open and in effect until they terminate in accordance with their own terms, or until the Bank terminates them or receives a notice of termination in form satisfactory to the Bank from you. The Bank's records with respect to the establishment, termination, and status of all accounts and services opened by you, and all other accounts and services you authorize from time to time, are conclusive.

Amendment

The Bank may amend the *Master Account Agreement*, the account terms, and these *Account Disclosures and Regulations*, *Statement of Fees*, the *Bank Rate Information Sheet* and any other documents or agreements related thereto at any time without notice. However, the Bank will notify you of changes if and when required by law. This notice, at our option, may be included with your periodic statement, if any. By not terminating the account, or by using any products or services relating to the account after the change, you agree to be bound by any such change.

Governing Law

All accounts, deposits, products, and services described herein, and the rights and obligations you and the Bank have, are governed by and interpreted according to federal law, and by applicable state law to the extent not superseded by federal law. Unless otherwise expressly agreed in writing, our relationship with you in regard to your deposit account shall be that of debtor and creditor, and no fiduciary, quasi-fiduciary or other special relationship exists between you and us.

If any of the provisions of this publication or of any other documents or agreements between us in connection with an account or services are determined to be void or invalid, the remainder of such document's provisions shall remain in full force and effect.

The applicable state law (to the extent not superseded by federal law) shall be the law of the state where the account is opened, if opened in person. If not opened in person, the law of the state of your residence, if we have a deposit taking financial center operating under the Washington Mutual name in that state at the time your account is opened, shall be applicable; otherwise, the law of the state in which the home office of the particular Washington Mutual bank with which you establish your account is located shall be applicable. At the time this document is printed, the home office of Washington Mutual Bank fsb is in the State of Utah and the home office of Washington Mutual Bank is in the State of Nevada.

At time of publication, Washington Mutual Bank has financial centers and accepts deposits in the Washington Mutual name in Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Nevada, New Jersey, New York, Oregon, Texas, Utah and Washington; and Washington Mutual Bank fsb has financial centers and accepts deposits in the Washington Mutual name in Idaho and Utah.

CUSTOMER SERVICE QUESTIONS

If you have a question about your accounts or other products and services, you may call us 24 hours a day, seven days a week at 1-800-788-7000.*

RESOLUTION OF DISPUTES (INCLUDING ARBITRATION)

We strive to remedy our customers' problems and disputes as fast as we can. In most cases, we can resolve a problem in a branch or by telephone. We believe that the arbitration procedure described below has the potential to resolve any dispute between the Bank and our customers. In general, arbitrations benefit both of us by being less costly and time-consuming, and resolving disputes quicker than traditional litigation.

YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY. This applies to disputes that are arbitrated or resolved by judicial reference.

The Bank and you elect to be bound by the Federal Arbitration Act. Except as set forth below, the parties must arbitrate any dispute or controversy concerning your deposit account and safebox relationships with us whether or not arising out of federal or state law or regulation or otherwise, including without limit, debit/ATM cards, checks, deposits, withdrawals, treasury/cash management services, ACH, online or telephone banking, wire transfers or other related services, WHEN EITHER party requests that the matter be submitted to arbitration. Under the procedure, the dispute is submitted to a neutral party for determination.

The arbitrator shall be selected by mutual agreement, or, if you and the Bank cannot agree, in accordance with the selection procedure provided in the rules of the arbitration service selected by the parties. If there is no such provision, selection will be according to Section 5 of the Federal Arbitration Act. The decision of the arbitrator is final and binding except as the Federal Arbitration Act may otherwise provide. The decision of the arbitrator can be entered in the court as a judgment and enforced according to the state and/or federal laws. An award may also be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention"). You agree and consent to the service of legal process, including (without limit) demand for arbitration by mail, at the most recent address shown for you in our records. The costs of arbitration will be equally borne by you and the Bank unless the arbitrator's decision allocates cost differently.

Except as set forth below, a dispute involving one deposit account or safebox relationship, or two or more deposit account and/or safebox relationships with at least one common owner, is eligible for arbitration hereunder and, if arbitration is requested, will be decided under the *Commercial Arbitration Rules of the American Arbitration Association* ("AAA"), provided, however, that if such arbitration relates to a consumer account (that is, an account opened and used primarily for personal, family or household purposes), such shall be subject to such Commercial Arbitration Rules as modified by AAA's *Supplementary Procedures for the Resolution of Consumer-Related Disputes*, including, without limit, any fee schedule established by AAA from time to time. Actions eligible for small claims court, class actions, or actions filed on behalf of the general public under applicable state statutes are not eligible for arbitration.

Certain rights and responsibilities regarding your account are not affected by arbitration. For instance, we can still offset against your account in the appropriate circumstance, we can exercise our security interest in any property in case of default on a loan secured by your deposit account, and we may comply with legal process, such as a writ of garnishment, involving any account or safebox. You also retain certain legal rights, such as the right to file bankruptcy. If our dispute involves third parties who are not subject to this dispute resolution program, then dispute resolution shall not be stayed pending resolution of the dispute with the third party or parties, absent a modification of this agreement between us.

In California: If either you or we elect, any dispute or controversy concerning your deposit account relationship with us including without limit, debit or ATM cards, ACH Transactions, and wire transfers or safeboxes filed or asserted in California under the Business and Professions Code Section 17200 or as a class action shall be decided by a reference under the California Code of Civil Procedure Section 638 or related sections. A referee - either an active attorney or a retired judge - is selected according to the procedures for selecting arbitrators of the American Arbitration Association and is then appointed by the court in which the action commenced. The decision of the referee must stand as the decision of the court, and judgment may be entered thereon in the same manner as if the action had been tried in court.

DISCLOSURE OF ACCOUNT TERMS

Accounts described below may not be available at all times, in all areas, or to all account holders, whether or not noted below.

CHECKING ACCOUNTS

INTEREST CHECKING

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for the interest rate, annual percentage yield (APY) and tiers for this account. The interest rate and annual percentage yield are established at our discretion, are variable, and are subject to change without notice or limit.
- The interest rate is set on a tiered basis if noted on the *Bank Rate Information Sheet* applicable to your account. In such case, if your daily balance in your Interest Checking account is equal to or greater than the balance stated for that tier, the interest rate and APY paid on the balance deemed to be collected in your account will be as quoted for that tier. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.

Compounding and Creditings:

- Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day (366/366 day in leap years).
- For interest accrual, refer to the *Balance Calculation/Determining Collected Balance and Interest Payments and Conditions* sections of these *Account Disclosures and Regulations*.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Statement of Fees* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day, subject to the interest accrual method described above.

Fees:

- A service charge, as set forth in the *Statement of Fees* applicable to your account, will be imposed each monthly cycle if the balance in the account falls below the balance disclosed in the *Statement of Fees* applicable to your account at the end of any day of the monthly cycle.
- Any other fees associated with this account are set forth in the *Statement of Fees* applicable to your account.

Limitations:

- This account is intended for personal, family or household purposes and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business checking type account.

Special Features:

- This account includes a Washington Mutual Gold Debit MasterCard®.

Customers who opened Interest Checking accounts on or before Feb. 4, 2006 may have been issued a Debit MasterCard® or Visa® Check Card (as we may have been offering at the time).

PLATINUM CHECKING

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for the interest rate and APY for this account. The interest rate and APY are established at our discretion, are variable, and are subject to change without notice or limit.
- Interest rate is set on a tiered basis. If your daily balance in your Platinum Checking account is equal to or greater than the balance stated for that tier, the interest rate and annual percentage yield paid on the balance deemed to be collected in your Platinum Checking account will be as quoted for that tier. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.

Compounding and Creditings:

- Interest on your account will be compounded daily and credited to your account on the last day of each monthly statement cycle, on a 365/365 day basis (366/366 day in leap years).
- For interest accrual method, refer to the *Balance Calculation/Determining Collected Balance and Interest Payments and Conditions* sections of these *Account Disclosures and Regulations*.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Statement of Fees* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the Platinum Checking account at the end of each day, subject to the Interest Accrual Method described above.
- Balances in linked Accounts, Investments and Annuities are not considered for Platinum Checking account interest rate calculation purposes.

Fees:

- A monthly service charge as set forth in the *Statement of Fees* applicable to your Platinum Checking account will be imposed for each monthly cycle unless you meet the requirements set forth below in the *Service Charge Waiver* section.
- Any other fees associated with this account are set forth in the *Statement of Fees* applicable to your Platinum Checking account.
- Fees applicable to linked Accounts, Investments and Annuities will be as set forth in the documents for those Accounts, Investments and Annuities and will not be affected as a result of being linked to the Platinum Checking account, unless otherwise described below.

Service Charge Waiver:

- You can avoid the monthly service charge on your Platinum Checking account by maintaining a Monthly Combined Balance (as defined below) in your Platinum Checking account and linked Accounts (also as defined below), Annuities, and/or linked Loan Accounts of at least \$10,000 for the calendar month prior to the Platinum Checking account statement cycle end date.

Monthly Combined Balance:

The Monthly Combined Balance is the sum of (i) the Combined Average Deposit Balance or Combined End of Month Balance of the Platinum Checking account and linked deposit accounts; (ii) End of Month Combined Annuity Value; (iii) End of Month Investment Balance; and, (iv) the End of Month Combined Loan Balance, each calculated as set forth below.

- In order to be included in the calculation for Monthly Combined Balance, the Platinum Checking account and all Accounts, Investments and Annuities linked to it must meet the following requirements as of the second day of the calendar month which includes the Platinum Checking account statement cycle end date:
 - Be eligible to be linked to the Platinum Checking account;
 - Be linked to the Platinum Checking account; and
 - If the linked account is a Loan (including certain lines of credit), not be past due. (A Loan is considered past due for this purpose if the minimum payment due is not paid within 15 days of the due date.) If we, at our option, use the outstanding balance of a loan or line that is past due for balance calculation purposes in one month, we are not required to do so in any other month.
- The Combined Monthly Balance for fee waiver is calculated as follows:
 - Determine the Combined Average Deposit Balance for the Platinum Checking account and each deposit

account linked to the Platinum Checking account that meets the requirements of A above, by taking the following two steps:

- Combine the daily ending balance for each day of the calendar month preceding the Platinum Checking account monthly statement cycle end date;
- Divide the results of (a) above by the number of days in the calendar month preceding the Platinum Checking account monthly statement cycle end date;

- Combine the results of 1 above for all linked deposit accounts;
- Determine the End of Month Combined Loan Balance by combining the principal balance most recently reported to us by the servicer of such loan(s) as of the last day of the calendar month preceding the Platinum Checking account monthly statement cycle end date of each Loan Account meeting the requirements of A above;
- Determine the End of Month Combined Annuity Value by combining the value most recently reported to us by the issuer as of the last day of the calendar month preceding the Platinum Checking account monthly statement cycle end date for the Annuities meeting the requirements of A above;
- Determine the End of Month Investment Balance most recently reported to us by WMFS (as defined below) as of the last day of the calendar month preceding the Platinum Checking account monthly statement cycle end date for each Investment that meets the requirements of A above;
- Add the results of 2 through 5. If the amount equals or exceeds \$10,000, the monthly service charge assessed on the first Platinum Checking account statement cycle date following the end of the calendar month on which these calculations are based will be waived;
- If the result is less than \$10,000, repeat the above process using the Combined End of Month Balance of the Platinum Checking account and linked deposit accounts in place of the Combined Average Deposit Balance of the Platinum Checking account and linked deposit accounts. If the result equals or exceeds \$10,000, the monthly service charge on the next Platinum Checking account statement cycle date following the end of the calendar month on which these calculations were based will be waived. Otherwise, the monthly service charge will apply.

Note: By linking a Loan (even if serviced, owned or made by Bank), Annuity (even if purchased through or serviced by Bank) or Investment, you acknowledge and agree that we may conclusively rely on values most recently provided to us by servicer, issuer or broker (including WMFS) (as the case may be). You agree that such values may be reported to us at any time during the calendar month and may be different than the month end values provided to you directly by such servicer, issuer or broker and shall not affect, nor be evidence of, the actual value of such Loan, Annuity or Investment.

Eligibility Rules:

Your Platinum Checking account must be designated as your primary checking account in our records. If you request and we, at our option agree, you may designate one or more deposit, loan or investment or annuity that meets the applicable eligibility requirements to be linked to your Platinum Checking account. At our option, you must designate your linked Accounts, Investments and Annuities in writing

and, if we request, must obtain the consent of each co-owner to linking such Accounts, Investments and Annuities to your Platinum Checking account. Deposit and Loan Accounts (sometimes jointly referred to as "Accounts"), Investments and Annuities which do not meet the eligibility requirements at any time may, at our option, be "delinked" and will no longer be considered in the calculation of the Monthly Combined Balance, nor will such be eligible for relationship fee waivers or interest rates (if applicable). You agree to notify us if, at any time, you, any owner, or any Account, Investment or Annuity changes or otherwise no longer meets our eligibility requirements set forth below.

Deposit and Loan Account, Investment and Annuity Eligibility Requirements:

Deposit and Loan Accounts must be:

- Established and used for personal, family and household purposes only.
- Established with the Bank with which the Platinum Checking account is established and serviced on the primary operating systems of that Bank.
- Established and maintained on the same operating system on which the Platinum Checking account is serviced.
- Assigned in our records to the same state to which the Platinum Checking account is assigned in our records, unless we otherwise agree.
- Checking accounts, savings accounts, money market accounts, CDs or Washington Mutual consumer retail retirement deposit accounts within a Washington Mutual IRA meeting the above requirements are generally eligible.
- Washington Mutual mortgage and consumer loans (including lines of credit other than credit cards) meeting the above requirements are generally eligible.
- Gift and credit card balances (whether on cards issued by us or on affinity cards bearing our name) are not eligible to be included, unless we otherwise agree in writing.

Investments:

- Must be established and serviced on the primary operating systems of WM Financial Services, Inc., ("WMFS") and held at the clearing agent for WMFS;
- Are limited to general securities (such as stock, bonds, and mutual funds, except as noted below) purchased through WMFS, unless we otherwise agree in writing. Without limiting the foregoing, the following are not included: mutual funds purchased through a predecessor in interest to WMFS, unless we agree otherwise in writing, cash, precious metals, and limited partnerships; and
- All eligible Investments held in a WMFS account must be linked to this Platinum Checking account.

Annuities must be:

- Purchased through WMFS or Bank, unless we agree in writing otherwise. Without limiting the foregoing, such does not include annuities purchased through a predecessor of WMFS or Bank, unless we agree otherwise in writing;
- Established and serviced on the primary operating system of WMFS or Bank, as applicable;
- Valued by the Issuer and reported to Bank on a monthly basis. A current list of Annuity issuers from whom we receive monthly reporting is available upon request. We

reserve the right to make changes to this list from time to time without notice, except as may be required by law.

Notwithstanding the above, Accounts, Investments and Annuities linked to another Platinum Checking account or any other relationship program that we offer or support, brokered deposits, Accounts, Investments and Annuities held on your behalf in a deferred compensation plan or qualified retirement plan or loans secured by deposit accounts are not eligible. Without limiting the foregoing, deposit accounts, loans and annuities are not eligible if: a) offered under the name Washington Mutual by an affiliate of Bank; b) offered by Bank under a name other than Washington Mutual; or, c) offered by an institution merged with Bank that operates using systems other than Bank's operating system on which the Platinum Checking account is serviced; investment accounts of WMFS and annuities purchased through WMFS are not eligible if: a) offered under a name other than WM Financial Services, Inc.; or b) offered by an institution merged with WMFS that operates using systems other than WMFS's operating system.

Eligible Ownership/Debtor:

The Platinum Checking account is available to individuals (either singly or jointly) or to trustees of a revocable trust (sometimes referred to as a family, living or loving trust) and each Account, Investment or Annuity to be linked must meet the requirements above as well as the ownership or debtor requirements below:

- You must be an owner of the Account, Investment or Annuity or debtor of the Loan to be linked; and,
- If individually or jointly owned, you as the owner of the Account, Investment or Annuity or debtor of a Loan, must be acting in your individual capacity on your own behalf. If owned by you as a trustee of a revocable trust, the trustee, trustor and current beneficiaries must be the same.
- Your Taxpayer Identification Number must be the primary Taxpayer Identification Number in our records for such Account, Investment or Annuity or the address in our records for such Account, Investment or Annuity is the same as the address in our records for the Platinum Checking account.
- Without limiting the foregoing, you may not link any Account, Investment or Annuity on which you are a fiduciary (except as set forth above) including without limit, as a trustee of an irrevocable trust, executor or administrator of an estate, guardian or conservator on behalf of a minor or incompetent person, an agent under a power of attorney or otherwise, a custodian under a state's Uniform Transfers to Minors Act, or are an employee, Authorized Signer, or representative of owner.

Additional Program Benefits:

The following additional benefits are available on the Platinum Checking account (not available on linked accounts) to you as a member of the program: (1) fee-free personalized Platinum style checks (one box per order), or a discount on other selected check styles (discount and styles subject to change without notice); (2) fee-free overdraft transfers to your Platinum Checking account where our Platinum Checking account is protected by our Overdraft Transfer Service (enrollment required); (3) Washington Mutual Platinum Visa® Check Card or Washington Mutual Platinum Debit MasterCard® (as we may be offering at the time) with no issuance or annual fee; (4) no fee for purchases of money orders, official checks, or standard traveler's checks from Washington Mutual; (5) discounted traveler's checks for two; and (6) waiver of the annual

trustee fee on Washington Mutual Deposit IRAs (where the annual trustee fee is charged) if your IRA is linked to your Platinum Checking account at the time the fee is assessed at year end.

For Connecticut, New Jersey and New York Platinum Checking Accounts, the following additional benefits apply: (1) waiver of the annual fee on your Overdraft Line of Credit providing overdraft protection to your Platinum Checking account; and (2) we may, from time to time and at our option, offer Relationship Rates on a deposit account linked to the Platinum Checking account (provided, however, that the deposit account is assigned in our records to a branch in the same state to which the Platinum Checking account is assigned in our records and further, if the Platinum Checking account is terminated either due to account closure or due to a product change, or the account is no longer linked, that deposit account will be subject to the standard rate(s) applicable to such account); when we do not offer a Relationship Rate, the standard rate(s) applicable to such account will apply to your linked account. The Relationship Rate(s) and standard rate(s) are set in our discretion and, if offered, are stated in the *Bank Rate Information Sheet* applicable to your linked deposit account. For CDs, Relationship Rates (when offered) are set for the entire term when opened or renewed and, if applicable, for the remainder of the term when exercising the *Bump Rate*® option.

Additional Information Related to Linked Accounts, Investments and Annuities:

Your linked deposit and loan Accounts, Investments and Annuities continue to be subject to the terms and conditions applicable to your linked Accounts, Investments and Annuities. The ownership of the linked Accounts, Investments and Annuities remains as set forth in our (or Issuer's or Broker's) records, as applicable, for that Account, Investment or Annuity.

By linking an Account, Investment or Annuity on which you are an owner/debtor to the Platinum Checking account, you are consenting on your own behalf and on behalf of any other owner/debtor of such linked Account, Investment or Annuity to designation of such as a linked Account, Investment or Annuity. You also consent to release of any information regarding such linked Account, Investment or Annuity to any owner of the Platinum Checking account. You further consent to release of information about the Platinum Checking account to any owner/debtor of any linked Account, Investment or Annuity.

You agree that Accounts, Investments or Annuities may be linked to only one Platinum Checking account or other relationship account or program. If we receive a request from a co-owner of a linked Account, Investment or Annuity to link such Account, Investment or Annuity to a different Platinum Checking account or other relationship account or program, or to de-link the Account, Investment or Annuity for any other reason we may, at our option, de-link such Account, Investment or Annuity and such will no longer be considered a linked Account, Investment or Annuity for any purposes hereunder including, without limit, for purposes of calculating the Monthly Combined Balance. We may, at our option, refuse to link such Account, Investment or Annuity to any other relationship account or program until we receive instructions in form satisfactory to us from all Account, Investment and Annuity owners/debtors. You may terminate Account, Investment or Annuity linkage at any time by providing notice to us in a form satisfactory to us. We reserve the right to terminate or amend the program, your participation or Account, Investment or Annuity linkage at any time without notice except as may be required by law.

Limitations:

This account is intended for personal, family or household purposes

and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business checking type account. The Platinum Checking account may not be subject to backup withholding.

SAVINGS ACCOUNTS

Refer to the Deposit Accounts Held in IRAs, QRP's and CESA's section in these Account Disclosures and Regulations or other disclosures provided with retirement accounts or CESA's for information on savings accounts opened under Washington Mutual Retirement Plans or Coverdell Education Savings Accounts.

STATEMENT SAVINGS/PLATINUM SAVINGS/INDIVIDUAL DEVELOPMENT ACCOUNT

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for the interest rate and APY for this account. The interest rate and APY are established at our discretion, are variable, and are subject to change without notice or limit.
- Interest rate will be set on a tiered basis if interest tiers are shown in the *Bank Rate Information Sheet* applicable to your account. For tiered accounts, if your daily ending balance is equal to or greater than the balance stated for the tier, the interest rate and APY paid on the balance deemed to be collected in your account will be as quoted for that tier. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.
- If your account is designated as an Individual Development Account sponsored by a qualifying organization, your interest rate will be the same as the standard interest rate published for the Statement Savings account in the *Bank Rate Information Sheet*. Individual Development Accounts are not eligible for Relationship Rates.

Compounding and Crediting:

- For all Statement Savings, Individual Development Accounts and Platinum Savings accounts: Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- For interest accrual, refer to the *Balance Calculation/ Determining Collected Balance and Interest Payments and Conditions* sections of these *Account Disclosures and Regulations*.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Statement of Fees and/or Bank Rate Information Sheet* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day, subject to the interest accrual method described above.

Fees:

- **Statement Savings:** A service charge as disclosed in the accompanying *Statement of Fees* applicable to your account will be imposed each monthly cycle if the balance in your account falls below the balance disclosed in the *Statement of Fees* applicable to your account at the end of any day of the monthly cycle.

Minimum Savings Account: There is no monthly service charge on this account.

- **Individual Development Account:** There is no monthly service charge if your account is designated in our records as an Individual Development Account.
- **Other Fees:** Any other fees associated with these accounts are set forth in the *Statement of Fees* applicable to your account.

Transaction Limitations:

- This is a Limited Transaction Account. Refer to the *Limited Transaction Accounts* section of these *Account Disclosures and Regulations* for detailed information regarding transaction limitations.
- You may make unlimited deposits.
- You may NOT use checks or similar items to debit this account.
- If this is a Statement Savings account for which you do not receive monthly or more frequent statements, or if this is an Individual Development Account owned by a sponsoring or administering organizations as custodian for the benefit of an individual or individuals, you are NOT eligible for an ATM card, and this account cannot be linked to an ATM or other Debit Card. You are not allowed to make any preauthorized, automatic, telephone, or other electronic transfers from this account.
- If this is an Individual Development Account owned by a sponsoring or administering organization as custodian for the benefit of an individual or individuals, then withdrawals or transfers are permitted only upon the request or with the consent of the custodian, which request or consent must be in form satisfactory to us.
- The Bank reserves the right to require written notice seven (7) days prior to any withdrawal or transfer from this account.

Limitations:

- These accounts are intended for personal, family or household purposes and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business savings type account.

Special Features:

- Except as noted for Individual Development Accounts and accounts on which statements are not issued monthly, an ATM Card is available with this account.

Additional Information for Individual Development Accounts:

- If your account is designated in our records as an Individual Development Account, the customer, whether Participant or Sponsor/Program Administrator agrees to the following:
- The Bank is entitled to rely on its records with respect to ownership of funds.
- Disputes regarding the Individual Development Account (IDA) program, including without limit, requirements for participation, and ownership of the program matching funds, and IDA program transaction limitations are solely between the Sponsor/Program Administrator and Participant.
- Participant consents to release of information about Participant and this account to Sponsor/Program Administrator.

SCHOOL SAVINGS ACCOUNT

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for the interest rate and APY for this account. The interest rate and APY are established at our discretion, are variable, and are subject to change without notice or limit. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.

Compounding and Crediting:

- Interest on your account will be compounded quarterly and credited to your account on the last day of each quarterly cycle on a 365/365 day basis (366/366 day in leap years).
- Interest begins to accrue on the Business Day you deposit non-cash items (for example, checks).

Minimum Balance Requirements:

- Any "minimum balance to open" requirements associated with this account are set forth in the *Statement of Fees* applicable to your account. The minimum balance required to open this account is provided by Washington Mutual.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Fees:

- Any fees associated with this account are set forth in the *Statement of Fees* applicable to your account.

Transaction Limitations:

- This is a Limited Transaction Account. Please refer to the *Limited Transaction Accounts* section of these *Account Disclosures and Regulations* for detailed information regarding transaction limitations.
- You may make unlimited transfers and withdrawals (payments directly to you) if made in person or by mail or messenger.
- You are NOT allowed to make any preauthorized, automatic, telephone, or other electronic transfers from this account, or to use checks or similar items to debit this account.
- You may make unlimited deposits.
- The Bank reserves the right to require written notice seven (7) days prior to any withdrawal or transfer from this account.

Limitations:

- This account is intended for personal, family or household purposes and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business check type account.

Other Information:

- By opening a *School Savings®* account, you agree that we may, but are not required to, release information about you or your account to any of your parents and/or guardians or conservators.

MONEY MARKET ACCOUNTS

Refer to the Deposit Accounts Held in IRAs, QRP's and CESAs section in these Account Disclosures and Regulations or other disclosures provided with retirement accounts or CESAs for information on money market accounts opened under Washington Mutual Retirement Plans or Coverdell Education Savings Accounts.

GUARANTEED GREAT RATE MONEY MARKET ACCOUNT**Rate Information:**

- Refer to the interest rate and APY on the *Bank Rate Information Sheet* applicable to your account for the interest rates, corresponding annual percentage yields and tiers on the Guaranteed Great Rate Money Market Account.
- Interest rate is set on a tiered basis. If your daily ending balance is equal to or greater than the balance stated for the tier, the interest rate and APY paid on the balance deemed to be collected in your account will be quoted for that tier. Refer to the *Interest Payments and Conditions* section of these Account Disclosures and Regulations.
- The interest rate and APY are established at our discretion, are variable, and are subject to change without notice or limit. Notwithstanding the preceding sentence, the interest rates corresponding to each account balance tier for the Guaranteed Great Rate Money Market Account will be set on the day you open your account and the rates applicable to each tier will not decrease below the rate stated for that tier at account opening during the time frame listed in the interest rate/APY section of the *Bank Rate Information Sheet* applicable to your account received at account opening.

Compounding and Crediting:

- Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- This account has the permanent interest order option. Refer to the *Permanent Interest Orders* section of these Account Disclosures and Regulations for a description.
- For interest accrual, refer to the *Balance Calculation/ Determining Collected Balance and Interest Payments and Conditions* sections of these Account Disclosures and Regulations.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Statement of Fees* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day, subject to the interest accrual method described above.

Fees:

- A service charge as disclosed in the *Statement of Fees* applicable to your account will be imposed each monthly cycle if the balance in your account falls below the balance as disclosed in the *Statement of Fees* applicable to your account at the end of any day of the monthly cycle.
- Any other fees associated with this account are set forth in the *Statement of Fees* applicable to your account.

Transaction Limitations:

- This is a Limited Transaction Account. Refer to the *Limited Transaction Account* section of these Account Disclosures and Regulations for detailed information regarding transaction limitations.
- You may make unlimited deposits.
- The Bank reserves the right to require written notice seven (7) calendar days prior to any withdrawal or transfer from this account.

Limitations:

- This account is intended for personal, family or household purposes and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business checking type account.

Special Features:

- An ATM Card is available with this account.

MONEY MARKET DEPOSIT ACCOUNT**Rate Information:**

- Refer to the *Bank Rate Information Sheet* applicable to your account in the section on Money Market Deposit Accounts for the interest rates, corresponding APYs and tiers for the Money Market Deposit Account.
- Interest rate is set on a tiered basis. If your daily ending balance is equal to or greater than the balance stated for the tier, the interest rate and APY paid on the balance deemed to be collected in your account will be quoted for that tier. Refer to the *Interest Payments and Conditions* section of these Account Disclosures and Regulations.
- The interest rate and APY are established at our discretion, are variable, and are subject to change without notice or limit.

Compounding and Crediting:

- Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- This account has the permanent interest order option. Refer to the *Permanent Interest Orders* section of these Account Disclosures and Regulations for a description.
- For interest accrual, refer to the *Balance Calculation/ Determining Collected Balance and Interest Payments and Conditions* sections of these Account Disclosures and Regulations.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Statement of Fees* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day, subject to the interest accrual method described above.

Fees:

- A service charge as disclosed in the *Statement of Fees* applicable to your account will be imposed each monthly cycle if the balance in your account falls below the balance as disclosed in the *Statement of Fees* applicable to your account at the end of any day of the monthly cycle.

Any other fees associated with this account are set forth in the Statement of Fees applicable to your account.

Transaction Limitations:

- This is a Limited Transaction Account. Refer to the *Limited Transaction Account* section of these *Account Disclosures and Regulations* for detailed information regarding transaction limitations.
- You may make unlimited deposits.
- The Bank reserves the right to require written notice seven (7) calendar days prior to any withdrawal or transfer from this account.

Limitations:

- This account is intended for personal, family or household purposes and cannot be used for business/commercial uses. If this account is being used for business/commercial purposes, we reserve the right to change the account to a business checking type account.

Special Features:

- An ATM Card is available with this account.

TIME DEPOSITS (CDs)

Refer to the *Deposit Accounts Held in IRAs, ERAs and CESAs* section in these *Account Disclosures and Regulations* or other disclosures provided with retirement accounts and CESAs for information on certificates of deposit (CDs) opened under Washington Mutual Retirement Plans or Coverdell Education Savings Accounts.

CERTIFICATE OF DEPOSIT

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for this product's current interest rates and annual percentage yields, corresponding to terms of 1 to 120 months. (Accounts may have balances in excess of \$100,000.) Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.
- This account may have a *Bump Rate*® feature. If offered, it will be stated on additional disclosures provided at the time the account is opened.
- Unless we advise otherwise in writing or your account has the *Bump Rate*® feature, rates are set at account opening (see *Bump Rate*® feature, below); deposits and withdrawals during the term, if permitted, will not change the rate then payable on the account unless we advise otherwise in writing.
- For interest rates and APYs for any renewal term, refer to the *Renewals* section below.

Compounding and Crediting:

- Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years) unless otherwise indicated. On a Certificate of Deposit with a term of 12 months or less, you have the option of selecting monthly payments of interest or deferred payments. If you select deferred interest payments, interest will not be compounded. Interest will be paid to the account on the Maturity Date, and will, if required by law, or may, at our option if not required, be reported to the IRS for the year it is paid to the account.

On any Certificate of Deposit with a term of more than 12 months (up to 120 months), and on a shorter term Certificate of Deposit where you have selected monthly payments of interest, you have the option of directing monthly interest payments as follows: to this account, to another eligible account you have with us, or sent by check to you or a third party you designate as more thoroughly described in the *Permanent Interest Orders* section of these *Account Disclosures and Regulations*. You may change the manner of directing future payments at any time without penalty.

- Interest begins to accrue on the Business Day you deposit non-cash items (for example, checks).
- The APY assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Bank Rate Information Sheet* applicable to your account. We may, at our option, offer different rates and APYs for higher opening balances.
- You must maintain a minimum balance of \$1,000 (\$5,000 for a one-month term; \$100 for a minor) in the account each day to keep the account open.
- Subject to the above, you may open this account for any amount up to any applicable maximum balance.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Transaction Limitations:

- Except as set forth below, after the account is opened, you may not make withdrawals of principal from the account until the Maturity Date without being charged a penalty.
- Except as set forth below, and as stated in the *Grace Period* section, you may not make additional deposits to this account. Certificates of Deposit with terms of 12 months or less have an *Add-On Feature* that allows you to make limited additional deposits outside the *Grace Period*. Please refer to the *Additions to CDs* section in these *Account Disclosures and Regulations* for a complete description of this feature.

Early Withdrawals With or Without Penalty, and Grace Periods:

- You have contracted to keep funds on deposit for the stated term. You may not withdraw all or part of this deposit account except as otherwise set forth herein.
- Refer to the *Rules and Regulations Applicable to All CDs* section for information on Early Withdrawal Penalties, Early Withdrawal Without Penalty, and Grace Periods.

Renewals:

- This account will be automatically renewed at maturity for an additional term equal to the expiring term of your account, with unlimited renewals. The Bank will send you a notice before each Maturity Date. The Bank reserves the right not to renew this account by giving you prior written notice.
- The interest rate and APY for any renewal term ("renewal rate and APY") will be determined by the Bank at its discretion, as of the Maturity Date, unless you are otherwise notified in writing prior to the Maturity Date of your account.

- You have the right to confirm the renewal rate and APY upon maturity and during any applicable Grace Period. You will be deemed to have accepted the renewal rate and APY for the renewal term unless you close the account during the Grace Period.

\$100,000 CERTIFICATE OF DEPOSIT

Rate Information:

- Request the *Bank Rate Information Sheet* applicable to your account for current interest rates and APYs corresponding to terms of 1 to 120 months, from a Branch Representative or call us. See the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.
- Rates are set at account opening; deposits and withdrawals during the term, if permitted, will not change the rate then payable on the account unless we advise otherwise in writing.

Compounding and Crediting:

- If you have a \$100,000 Certificate of Deposit with a term of 12 months or less, interest for your account generally will be compounded monthly or quarterly, on a 365/365 day basis (366/366 day in leap years), or on a 365/360 day basis if your deposit is of public funds. Generally, interest will be credited to your account on the last day of each monthly or quarterly cycle, as selected, or may be deferred (deferral is not available for terms in excess of 12 months).
- If you have a \$100,000 Certificate of Deposit with a term of longer than 12 months, interest for your account will be compounded monthly or quarterly, on a 365/365 day basis (366/366 day in leap years). Generally, interest will be credited to your account on the last day of each monthly or quarterly cycle, as selected, and may not be deferred.
- On a \$100,000 Certificate of Deposit with a term of 12 months or less, you have the option of selecting monthly or quarterly payments of interest or deferred payments. If you select deferred interest payments, interest will not be compounded. Interest will be paid to the account on the Maturity Date, and will if required by law, or may, at our option if not required, be reported to the IRS for the year it is paid to the account.
- On a \$100,000 Certificate of Deposit with a term of more than 12 months, and on a shorter term \$100,000 Certificate of Deposit where you have elected monthly or quarterly payments of interest instead of deferral, you have the option of directing those payments as follows: to this account, to another eligible account you have with us, or sent by check to you or a third party you designate as more thoroughly described in the *Permanent Interest Orders* section of these *Account Disclosures and Regulations*. You may change the manner of directing future payments at any time without penalty.
- Interest begins to accrue on the Business Day you deposit non-cash items (for example, checks).
- The APY assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Minimum Balance Requirements:

- The minimum deposit to open this account is \$100,000. We may, at our option, offer different rates and APYs for higher opening balances. You must maintain a minimum balance of \$100,000 in the account each day to keep the

account open and to obtain the APY disclosed in the *Bank Rate Information Sheet* applicable to your account.

- Accounts may have balances in excess of \$100,000.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Transaction Limitations:

- Except as set forth in the section in these *Account Disclosures and Regulations* on Early Withdrawal Without Penalty, after the account is opened, you may not make withdrawals of principal from the account until the Maturity Date without being charged a penalty.
- You may NOT make additional deposits to this account.

Early Withdrawals With or Without Penalty:

- You have contracted to keep funds on deposit for the stated term. You may not withdraw all or part of this deposit account except as otherwise set forth herein.
- Refer to the *Rules and Regulations Applicable to All CDs* section for information on Early Withdrawal Penalties and Early Withdrawal Without Penalty.

Renewals:

- This account will NOT be renewed at maturity. This account will cease to earn interest at maturity. You may reinvest in a new CD at that time.

LIQUID CERTIFICATE OF DEPOSIT

Rate Information:

- Refer to the *Bank Rate Information Sheet* applicable to your account for this product's current interest rates, annual percentage yields and corresponding terms. We may, but are not required to, set a higher interest rate for higher balances. If we do, such will be indicated in the *Bank Rate Information Sheet* applicable to your account at account opening. Once established, the interest rate and APY are fixed for the term. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.

Compounding and Crediting:

- Deposits and withdrawals during the term, if permitted will not change the rate then payable on the account unless we advise otherwise in writing.
- Interest on your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- Interest begins to accrue on the Business Day you deposit non-cash items (for example, checks).
- You have the option of directing monthly interest payments as follows: to this account, to another eligible account you have with us, or sent by check to you or a third party you designate as more thoroughly described in the *Permanent Interest Orders* section of these *Account Disclosures and Regulations*. You may change the manner of directing future payments at any time without penalty.
- The APY assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Minimum Balance Requirements:

- The minimum deposit to open this account is set forth in the *Bank Rate Information Sheet* applicable to your account. We may, at our option, offer different rates and APYs for higher opening balances.
- You must maintain a minimum balance of \$5,000 in the account each day to keep the account open and to obtain the APY disclosed in the *Bank Rate Information Sheet*.

Maximum Balance and Add-on Limitations:

- This account can have a maximum balance of \$250,000 (exclusive of any interest earned and credited to the account after the account balance equals or exceeds \$250,000).
- You may not make an initial deposit in excess of \$250,000 additional deposits to an account with a balance of less than \$250,000 may be made only in amounts such that, on the date of the additional deposit, the resulting balance would not exceed \$250,000 (including interest earned and already credited to the account as of the date of the additional deposit).

Balance Computation Method:

- We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Transaction Limitations:

- Except as set forth herein and in the section in these *Account Disclosures and Regulations* on Early Withdrawal Without Penalty, after the account is opened, you may not make withdrawals of principals from the account until the Maturity Date without being charged a penalty.
- Withdrawals, whether with or without penalty, must be made in person or by mail (unless we, at our option, agree otherwise).
- Additional deposits are permitted in any amount subject to the maximum balance limitation described above.

Early Withdrawals With or Without Penalty, and Grace Periods:

- For withdrawals below the minimum balance required to maintain the account, refer to the Rules and Regulations Applicable to All CDs for information on Early Withdrawal Penalties, Early Withdrawal Without Penalty, and Grace Period. In addition to the above and any penalty described in any other documents we provide you, an early withdrawal penalty equal to seven (7) calendar days simple interest on the amount withdrawn, whether earned or not, will be assessed at the rate then paid on the account if you make any withdrawals within six (6) calendar days after a deposit to or prior withdrawal from the account.

Renewals:

- This account will be automatically renewed at maturity for an additional term equal to the Initial Term of your account, with unlimited renewals. The Bank will send you a notice before each Maturity Date. The Bank reserves the right not to renew this account by giving you prior written notice.
- The interest rate and APY for any renewal term will be determined by the Bank at its discretion, as of the Maturity Date, unless you are otherwise notified in writing prior to the Maturity Date of your account.
- You have the right to confirm the renewal rate and APY upon maturity and during any applicable Grace Period. You will be deemed to have accepted the renewal rate and

APY for the renewal term unless you close the account during the Grace Period.

DEPOSIT ACCOUNTS HELD IN IRAs, QRP's and CESAs

Contributions and distributions may have certain tax consequences under the Internal Revenue Code sections governing Individual Retirement Accounts (IRAs), Qualified Retirement Plans (QRPs) and Coverdell Education Savings Accounts (CESAs). The following accounts may only be opened under our Retirement Plans and CESAs permitting such investments.

RETIREMENT CERTIFICATE OF DEPOSIT**Rate Information:**

- Refer to the *Bank Rate Information Sheet* applicable to your account for this product's current interest rates and annual percentage yields, corresponding to terms of 1 to 120 months. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.
- This account may have a *Bump Rate*® feature. If offered, it will be stated on additional disclosures provided at the time the account is opened.
- Rates are set at account opening; deposits and withdrawals during the term, if permitted, will not change the rate then payable on the account unless we advise otherwise in writing.

Compounding and Crediting:

- Generally, interest for your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- Interest begins to accrue on the Business Day you deposit noncash items (for example, checks).
- The APY assumes interest remains on deposit until maturity. A withdrawal will reduce earnings.

Minimum Balance Requirements:

- The minimum deposit to open this account if opened in a Washington Mutual IRA or QRP is set forth in the *Bank Rate Information Sheet* applicable to your account. (The minimum opening deposit is \$100 for accounts under a Coverdell Education Savings Account.) We may, at our option, offer different rates and APYs for higher opening balances.
- You must maintain a minimum balance of \$1,000 (\$100 for accounts under a Coverdell Education Savings Account) in the account each day to keep the account open and to obtain the APY disclosed in the *Bank Rate Information Sheet* applicable to your account.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Transaction Limitations:

- Except as set forth below, you may not make withdrawals of principal from the account until the Maturity Date without being charged a penalty.
- Transfers and withdrawals may have tax consequences.
- Except as set forth below and as stated in the *Grace Period*

section of this booklet, you may not make additional deposits to this account. Retirement CDs with terms of 12 months or less have an Add-On Feature that allows you to make limited additional deposits outside the Grace Period. Please refer to the *Additions to CDs* section in these *Account Disclosures and Regulations* for a complete description of this feature.

- Additions to Retirement CDs are further subject to any IRS contribution limitations.

Early Withdrawals With or Without Penalty, and Grace Periods:

- You have contracted to keep funds on deposit for the stated term. You may not withdraw all or part of this deposit account except as otherwise set forth herein.
- Please refer to the *Early Withdrawal Penalties and Grace Periods* sections in these *Account Disclosures and Regulations*.
- Notwithstanding the Early Withdrawal Penalty provisions set forth in these *Account Disclosures and Regulations*, if you exercise your right under IRS rules, if applicable, to revoke your IRA plan within seven (7) calendar days of establishment, you will forfeit interest earned but will not incur an early withdrawal penalty.

Early Withdrawals With or Without Penalty:

- Withdrawal of principal may be made without penalty on the death, disability, or determination of legal incompetency of any beneficial owner of the account. To authorize early withdrawal because of disability, the Bank may, at its option, require a physician's statement. To authorize such withdrawal because of legal incompetency, the Bank may, at its option, require a certified copy of a court or administrative order or decree establishing the incompetency. The Bank will waive the early withdrawal penalty on accounts within a Retirement Plan for customers who are age 59-1/2 or older on distributions which are reportable to the Internal Revenue Service on form 1099R and are paid directly to the customer.

Renewals:

- This account will be automatically renewed at maturity for an additional term equal to the expiring term of this account, with unlimited renewals. The Bank will send you a notice before each Maturity Date. The Bank reserves the right not to renew this account by giving you prior written notice.
- The interest rate and APY for any renewal term will be determined by the Bank at its discretion, as of the Maturity Date, unless you are otherwise notified in writing prior to the Maturity Date of your account.
- You have the right to confirm the renewal rate and APY upon maturity and during any applicable Grace Period. You will be deemed to have accepted the renewal rate and APY for the renewal term unless you close the account during the Grace Period.

Fees:

- Any fees associated with this account are set forth in the *Statement of Fees*. Any fees associated with the IRA, QRP or CESA are in the fee schedule applicable to that plan.

RETIREMENT MONEY MARKET DEPOSIT ACCOUNT

Rate Information:

- Please refer to the *Bank Rate Information Sheet* applicable to your account for the interest rates, corresponding percentage yields and tiers for the Retirement Money Market Deposit Account.
- Interest rate is set on a tiered basis. If your daily ending balance is equal to or greater than the balance stated for that tier, the interest rate and APY paid on the entire balance in your account will be as quoted for that tier. Refer to the *Interest Payments and Conditions* section of these *Account Disclosures and Regulations*.
- The interest rate and APY are established at our discretion, are variable and are subject to change without notice or limit.

Compounding and Crediting:

- Interest for your account will be compounded monthly and credited to your account on the last day of each monthly cycle, on a 365/365 day basis (366/366 day in leap years).
- Interest begins to accrue on the Business Day you deposit noncash items (for example, checks).

Minimum Balance Requirements:

- The minimum deposit to open this account if opened in a Washington Mutual IRA or QRP is set forth in the *Bank Rate Information Sheet* applicable to your account. (The minimum opening balance is \$100 for accounts under a Coverdell Education Savings Account.)
- You must maintain a minimum balance equal to the amount of the calendar year Retirement Trustee Fee, which we may establish from time to time.

Balance Computation Method:

- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

Transaction Limitations:

- This is a Limited Transaction Account. Please refer to the *Limited Transaction Accounts* section of these *Account Disclosures and Regulations* for detailed information regarding transaction limitations.
- No check access.
- Transfers and withdrawals may have tax consequences.
- The Bank reserves the right to require written notice seven (7) calendar days prior to any withdrawal or transfer from this account.
- You may make unlimited deposits within the contribution limits established by the IRS.

Fees:

- Any fees associated with this account are set forth in the *Statement of Fees*. Any fees associated with the IRA, QRP or CESA are in the fee schedule applicable to that plan.

RULES AND REGULATIONS APPLICABLE TO CHECKING ACCOUNTS, SAVINGS ACCOUNTS AND MONEY MARKET ACCOUNTS

Automatic Savings Plan

If you have any combination of at least two eligible consumer Checking, Savings or Money Market accounts, or any combination of at least two eligible business Checking, Savings or Money Market accounts, you may request our Automatic Savings Plan for transfer between such consumer accounts or such business accounts. If the transfer is scheduled to occur on a day that is not a Business Day, as defined in the *Date and Time of Transaction* section of these *Account Disclosures and Regulations*, the transfer will be processed on the next Business Day. If the transfer is scheduled to occur on the 29th, 30th or 31st of the month and the month has fewer days, the transfer will be processed on the first Business Day of the next month. You must maintain sufficient funds in the account from which the transfer is to occur at the time of the scheduled transfer or the transfer may not be made. If a transfer would result in an overdraft, such is considered an overdraft transaction and will be subject to fees set forth in the *Statement of Fees* applicable to your account.

If the account from which the transfer is to occur is a Limited Transaction Account (i.e. Savings or Money Market account), the transfer is one of the types of transactions that is limited to six (6) total during a monthly cycle (or per calendar month, if the account does not cycle monthly). You agree not to initiate transactions which, when added to any other automated transactions (including without limit, the Automatic Savings Plan transfer) or other transaction, would cause the account to exceed the established limit. Without limiting the foregoing, if the transaction exceeds the applicable limit, you will be assessed an Excess Activity Fee as set forth in the *Statement of Fees* applicable to your account.

At your request, if the account to which the transfer is made is a monthly Statement Savings account, the monthly service charge disclosed in the *Statement of Fees* applicable to your Statement Savings account will be waived for the monthly cycle if you satisfy all the following conditions:

- The transfer is made from a Checking account;
- During the applicable statement cycle period, at least one transfer of \$25 or more is made. The waiver does not apply to transfers of less than \$25 that cumulatively total \$25 or more in a monthly statement cycle period.

Check Cashing Requirements

You agree that we may impose additional requirements we deem necessary or desirable on a payee or holder who presents an item drawn on your account that is otherwise properly payable. If that person fails or refuses to satisfy such requirements, our refusal to cash or otherwise accept the item will not be considered wrongful. You agree, unless prohibited by law, such requirements may include, without limit, physical (e.g. fingerprints) and/or documentary identification requirements, check cashing fees, and requirements that such items be cashed only at specified locations. Non-customers may be required to negotiate checks drawn on Washington Mutual accounts at the financial center to which the account is assigned in our records. We may also require the signature of the endorser to be guaranteed by an institution acceptable to the Bank. Such items may, at our option, continue to be presented for inclearing.

Check Orders, Bank by Mail Kits and Format

You may obtain current pricing for printed check orders and Bank by Mail Kits by visiting your nearest branch office or by calling us (except for checks ordered from an outside check printer). Printed check orders or Bank by Mail Kit fee amounts will be automatically

debited from your account and will appear on your monthly account statement. In the Bank's sole discretion, we may not honor checks that do not meet our required format and encoding specifications, even if such checks meet our format and specifications requirements at the time they were initially printed or drawn.

Without limiting the foregoing, we may, at our option, refuse to process documentary drafts, automobile drafts and other irregular (non-standard) items drawn on your account. You are responsible for checking the accuracy of all information shown on your checks whether ordered through us or third parties. We are not liable for losses resulting from incorrectly printed checks.

Check Truncation (Safekeeping)/Cleared Checks

If you request or we require check truncation (sometimes referred to as check safekeeping), or if a substitute check is made of your check, your original check(s) will not be returned to you. In such case, cancelled checks and other items will be deemed to be made available to you when your statement is made available. We are under no duty to retain the original (or substitute) of any cancelled item. We may, at our option, retain the original or copy (including, without limit, an electronic record) of the item for such time as may be required by law; otherwise, we have no obligation to retain the original or a copy. Further, you agree that our statements provide sufficient information to determine the identification and authenticity of any transaction including, without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account. Whether or not you receive your cancelled checks does not waive or alter your responsibility to examine your statement.

Any time limit for notifying us of any errors or discrepancies regarding such statement or items listed thereon is not waived or altered. Check truncation may begin or terminate at the first day of any statement cycle. If you need a copy of the check, just give us a written or oral request to make copies; you may be charged a research charge, and/or check copy fee as set forth in the *Statement of Fees* applicable to your account.

If original cleared checks are returned to you, you agree to keep such checks secure or securely dispose of them. If any cleared check is presented a second or subsequent time for payment, such may, at our option, be paid without regard to such prior payment and you shall be liable for such item.

Interest-Bearing Checking Accounts

Only the following Depositors are eligible to receive interest on their checking accounts if the account pays interest as set forth in the *Checking Accounts* description in these *Account Disclosures and Regulations*, and the entire beneficial interest is held by one or more of the following:

- (A) one or more individual(s);
- (B) a sole proprietorship, including any unincorporated business owned solely by two individuals who are married to each other, and such marriage is recognized under federal law;
- (C) nonprofit organizations operated primarily for religious, philanthropic, charitable, educational, political or similar purposes; or
- (D) officers, employees or agents of and on behalf of governmental units, when the deposit consists only of public funds.

We reserve the right to require proof satisfactory to us of an accountholder's qualifying status.

Limited Transaction Accounts

If your account is identified as a limited transaction account, the

following limits apply, except as otherwise indicated. If available for your account: You may make unlimited transfers and withdrawals (payments directly to you) if made in person or by mail, messenger or automated teller machine; otherwise, you may make a total of only six (6) transfers or withdrawals (including, without limit, preauthorized, automatic or telephonic transfers or withdrawals, electronic banking transfers between your accounts with us, or transfers to an overdrawn checking account) per monthly cycle, no more than three (3) of which may be by check, draft, point of sale or point of purchase debit or similar order, if available with your account. If you frequently exceed these limits, we may, at our option, convert your account to an account type not subject to these limits or close your account.

Except for School Savings®, Retirement Money Market Deposit, Retirement Settlement or Retirement Savings accounts, if you exceed the transaction limit set forth above (or in the rules applicable to your account), during the monthly cycle period (or per month, if monthly statements are not provided), you will be charged an Excess Activity Fee per occurrence in the amount indicated in the *Statement of Fees* applicable to your account. We count transactions on the date we process them. This date may be different than the date on which you wrote the item or the date you scheduled or otherwise initiated the transaction. Thus, a transaction you make in one cycle may be counted in a later cycle period. (Refer to the *Date and Time of Transaction* section of these *Account Disclosures and Regulations*.)

Minimum Balance to Maintain Account

The minimum balance to maintain your account is \$.01, unless otherwise stated.

Order of Posting

The Bank determines the order of posting deposits, checks, debits and other charges to your account unless otherwise required by law. Deposits/credits, checks, debits and other charges arriving to your account on the same day may be credited/paid/returned in any order at the Bank's option, and may not be posted in the order in which you initiated them. We may give preference to any checks, debits or charges payable to the Bank or any affiliate of the Bank.

The order in which transactions are processed may affect the amount of fees incurred by the customer and which, if any, items we choose to pay or return, in the event you have insufficient available funds in your account to cover all transactions.

Overdraft Limit

The Bank may, at its option, pay checks, transfers and withdrawals, including, without limit, electronic transactions such as ATM, Debit Card, electronic check, automated and electronic bill payments and other automated transactions presented for payment against your account, despite insufficiency of good funds in the account, up to the amount of the Overdraft Limit it has established, but has no obligation to do so. Fees will be assessed for overdrafts created in any manner including, without limit, by transaction types described above. The Overdraft Limit will be reduced by the amount of the non-sufficient funds item/transaction and any overdraft or other charges related to the account. The Bank provides this Overdraft Limit at its sole option. We may terminate, increase or reduce the Overdraft Limit at any time without limit, and without notice except as and when required by law. We may, but are not required to, list the Overdraft Limit on your periodic statement and if stated, such limit is as of the statement cycle end date reflected on that statement.

You may request that we not establish an Overdraft Limit. To do so, visit your local financial center or call the customer service telephone number at the end of this brochure.

Overdrafts/Non-Sufficient Funds

If a check you write or any other transfer or withdrawal request is presented for payment, or if we otherwise receive notice of such check, transfer, or withdrawal request, and sufficient funds are not available in your account, due to non-sufficient funds, uncollected items, or otherwise, (sometimes referred to as an NSF Transaction), the Bank shall have the authority to process same in any order, at its option, and if such is not otherwise required to be paid in accordance with an overdraft line of credit or overdraft transfer service agreement with us, Bank may, in its sole discretion, either (1) make payment in accordance with such check, transfer or withdrawal request or (2) return the check, transfer or other withdrawal unpaid, and, in either case, we will not be liable to you for doing so.

If the Bank pays the check, transfer or withdrawal, and the Bank is reimbursed by an automatic advance from your overdraft line of credit or transfer authorization (Overdraft Transfer Service), we will not impose an Overdraft Charge or Non-Sufficient Funds Charge; but we will impose an Overdraft Transfer Fee in the amount disclosed in the *Statement of Fees* applicable to your account, if reimbursed by an automatic transfer authorization, and we will impose an Advance Fee in the amount disclosed in the *Statement of Fees*, if applicable to your account, if paid by an automatic advance from your overdraft line of credit. An Advance Fee will not be assessed in the event you make a deposit on the Business Day of the overdraft in available funds (funds not subject to hold) into the checking account in an amount equal to or greater than the amount of any overdraft that would have occurred on the account had the advance not covered such overdraft excluding any overdraft resulting from fees assessed against the account). However, if the Bank chooses to pay the NSF Transaction and the Bank is not reimbursed by an automatic advance from your line of credit or transfer authorization, we will impose an Overdraft Charge for each NSF Transaction in the amount disclosed in the *Statement of Fees* applicable to your account. If the Bank chooses not to pay an NSF Transaction, the Bank will assess a Non-Sufficient Funds Charge for the NSF Transaction in the amount disclosed in the *Statement of Fees* applicable to your account. The Non-Sufficient Funds Charge/Overdraft Charge may be assessed the day of or any day following the date the NSF Transaction occurred on the account.

You agree that you will, WITHOUT DEMAND OR NOTICE FROM US, immediately deposit or otherwise pay Bank sufficient good funds to eliminate any overdraft and to pay the Overdraft Charge, or the Bank may at its option withdraw funds from another of your accounts in the amount of the insufficiency and the Overdraft Charge. Without limiting the foregoing, if Bank is otherwise required to pay an amount related to your account (e.g. levy or garnishment), and such creates an overdraft, such overdraft will be subject to the terms herein including, without limit, our right to assess a fee and your obligation to immediately repay any amounts due, including all applicable fees as set forth above.

We may also close your account without notice, unless notice is required by law. Should we allow an overdraft, we will not be obligated to continue the practice at a later time, nor will we be obligated to notify you of such discontinuance. You are responsible for immediately reimbursing the Bank for all overdrafts and returned items, regardless of when or why returned, and for all, Overdraft Transfer Fees, Advance Fees, Overdraft Charges and Non-Sufficient Funds Charges. Any of these fees/charges may be assessed regardless of the amount of the NSF Transaction.

Each account owner is jointly and severally responsible for paying overdrafts created, and any fees incurred, by any owner or Authorized Signer(s), whether or not the owner participates in the transaction or benefits from its proceeds.

Plus Package

The Plus Package is available on Free Checking, Interest Checking, Platinum Checking and other accounts as we may authorize for an additional monthly fee. If you choose the Plus Package with a Free Checking, Interest Checking or Platinum Checking or other eligible account, you authorize us to debit the monthly Plus Package fee directly from your account. The amount of the Plus Package fee is set forth in the *Statement of Fees* applicable to your account; such fee is not prorated for any part of the month. If you close your account or change your account type to a type for which the Plus Package is not available, you will be deemed to have terminated your enrollment. If you or we terminate your Plus Package enrollment, such termination is effective immediately, except with respect to the life insurance policy. To determine the effective date for termination of such insurance benefits, refer to the information provided to you specifically describing the insurance coverage.

Your benefits are effective immediately upon our receipt of a completed enrollment form for the Plus Package, unless you are advised otherwise. At the time you enroll in the Plus Package program, you will receive program material that will contain a description of the program benefits. Certain benefits may require you to designate that you wish to receive program materials and benefits as part of the service and that such benefits will be available upon our receipt of your designation in a form satisfactory to us. As with all services and products, we reserve the right to terminate or make changes to the Plus Package at any time without notice, except as may be required by law. We seek in good faith to make arrangement with reputable companies to provide goods and services to members of the Plus Package program. We do not endorse, warrant or guarantee these services or goods. The Plus Package is available only to natural persons.

For purposes of the Plus Package enrollment, if your account is a New York Joint Account designated in our records as a Convenience Account, the Accountholder is the person designated as the owner; the convenience signer and such person's estate has no interest in any Plus Package benefits including, without limit, any insurance benefits.

Postdated, Stale Dated, and Conditional Checks

In order to assure that payment is not made on any postdated check you write, you must notify the Bank in the same manner and in such time as is required to process a stop payment order (including renewal after six months, if applicable), and we may assess a stop payment fee. If you do not provide appropriate notice to the Bank, you acknowledge and agree that we may not verify the date of the check, and, unless prohibited by law, you authorize us to pay the check and debit your account, even if the check is presented for payment prior to the date written on the check. In addition, we may, in our sole discretion, return the postdated check. You also acknowledge and agree that we will not be liable to you or any payee or payer if we return a postdated check, or if we pay a postdated check drawn on your account prior to the date on the check when you have not provided appropriate advance notice to us of the postdated check as described above.

A "stale dated" check is one that is not negotiated within six months of the date on the check. We are under no obligation to pay a check that is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated check. You agree that we are not required to identify stale dated checks or seek your permission to pay them.

"Conditional" checks include, but are not limited to, checks containing the statement that the check is not good for or after a specified number of days after the date of the check, or that a check may not

exceed a certain dollar amount. You agree that we are not required to identify such limitations and that the Bank will have no liability for paying a check even if there is printing on the check indicating conditions must be met for negotiation of the item.

Regulatory Classification of Checking Accounts

All checking accounts will consist of a master account and two subaccounts: (1) a checking subaccount and (2) a money market deposit account ("MMDA") subaccount. You will access your checking account at the master account level, and your monthly statement for checking accounts will reflect transactions at the master account level without reference to the subaccounts. The subaccounts are maintained on the Bank's books, and you will not have direct access to the subaccounts. All of the provisions of the *Master Account Agreement* and these *Account Disclosures and Regulations* apply to the checking accounts as a whole without reference to the subaccounts, except as provided in this section.

Periodically, we will transfer funds in your checking subaccount to the MMDA subaccount when such funds are not needed to pay checks, debits or other items drawn on your master account. Checks, debits and other items will be paid from the balance credited to your checking subaccount. Funds will be transferred to your checking subaccount from the MMDA subaccount as necessary for your financial transactions, so that at all times you will have access to your funds as provided for in these *Account Disclosures and Regulations*. At the beginning of each statement cycle, the Bank will allocate funds between your checking and MMDA subaccounts as it deems appropriate to meet your transactional needs.

In accordance with federal regulations, no more than six transfers per statement period will be made from your MMDA subaccount. On the sixth transfer from the MMDA subaccount during any statement cycle, all of the funds on deposit will be transferred to the checking subaccount for the remainder of the statement cycle. These transfers will not appear on your monthly statement and will not be subject to any fees.

If you have an interest bearing checking account, the interest rate and annual percentage yield earned ("APYE") applicable to your account apply to the combined balance of the subaccounts, and a single interest rate and APYE will appear on your monthly statement. The combined balance of your interest bearing checking subaccounts and MMDA subaccount will be used for determining whether monthly service fees will apply.

Stop Payments

At your request and risk, the Bank may accept a written or oral stop payment order or revocation thereof on any check (or series of checks) drawn on, or ACH debit, or electronic transactions initiated by use of a check (including Point of Purchase ("POP") and Returned Check ("RCK") transactions), from your account (including a temporary stop payment order for a postdated check) from you or any owner or Authorized Signer for the account, regardless of who the drawer of the check, initiator of the transaction, or initial requestor of the stop payment was. Such an order must specify the account number, the amount and serial number, payee, and date of the check or transaction on which such payment is to be stopped, or stop payment to be revoked. You acknowledge that if incorrect information is provided, even if a close approximation, we will not be liable for payment of the check or debit. Our records will be conclusive evidence of the existence, details of and our decision regarding an oral stop payment order or its revocation. In addition, any stop payment order must be received at such time and in such manner as to afford the Bank reasonable opportunity to act on it prior to any action or liability by the Bank with respect to the item or debit.

Without limiting the foregoing, a stop payment will not be effective until after we have verified: a) the item or debit is unpaid; b) if the item or debit was deposited to an account at any Bank location, that the item can be charged back without creating an overdraft; and, c) that the item was not cashed at any Bank location; further, Bank will not be liable for paying the item or debit on the Business Day this stop payment was requested or expires. Refer to the Electronic Fund Transfer Agreement and Disclosure in these *Account Disclosures and Regulations* for information on Stop Payment of Preauthorized Transfers and Stop Payment on Check Electronification Transactions.

If we receive the stop payment request or revocation by phone, we may, but are not obligated to, record your stop payment order request. We reserve the right to require written stop payment orders. If you orally contact us to place a stop payment order, we may also require you to put your request in writing and deliver it to us within fourteen (14) calendar days. If we require your oral stop order to be confirmed in writing, such oral order shall be binding, subject to the limitations otherwise set forth in this Agreement, on the Bank for only fourteen (14) calendar days unless confirmed in writing within that period.

Otherwise, stop payment orders are effective only for six months from the date initially requested (or such other period as we may specify in writing) unless renewed in the manner described above for placement of a stop payment order. We may, but are not required to, provide an expiration notice with respect to any such stop payment. Doing so in one instance does not require us to do so in the future. You agree to hold the Bank harmless for the amount of said check or other item and to indemnify the Bank against any loss, expenses, and costs incurred by reason of its refusal to pay said check or other item. If you use a Check Guarantee Card to cash a check or to purchase goods and services with a check, or if the Bank has accepted, certified, paid in cash or settled a check or debit, or otherwise become obligated on such without a right to revoke settlement under statute, clearinghouse rules or other agreement, a stop payment of that check or debit may not be placed or renewed. There is a stop payment fee assessed for each stop payment order placed or renewed, as set forth in the *Statement of Fees* applicable to your account, including without limit, for such orders placed on lost or stolen checks or recurring transfers, and without regard to whether the stop payment is effective, as set forth above. If we pay a check against a valid stop payment order, we may be liable to you for up to the amount of the check if you had a legal right to stop payment and you establish that you suffered a loss because of the payment, but we will not be liable for any amount over and above the face amount of the check.

We may, but are not obligated to, provide you with a written confirmation of stop payment request. For additional information, read carefully any stop notice form you complete or confirmation notice, if provided, regarding any stop payment.

Without limiting the foregoing, you may stop electronic transactions initiated by use of a check (including POP and RCK transactions) by calling us at one of the numbers shown at the end of these *Account Disclosures and Regulations*, or by writing us at Washington Mutual, ACH Department, P.O. Box 1090, Northridge, CA 91328-1090, however, you must do so in time for us to have a reasonable opportunity to act on the stop payment order before acting on the electronic transaction.

RULES AND REGULATIONS APPLICABLE TO ALL CDs

Additions to CDs

For CDs that renew, you may increase the amount in your account by

any amount during the Grace Period up to any applicable maximum balance we establish from time to time, unless we otherwise advise. In addition, if you have an Add-On Feature it is as indicated in the description of your CD above. The Add-On Feature permits you to make deposits of at least \$100 (\$25 for Retirement Certificates of Deposit) at any time during the term, provided that the aggregate amount deposited for the term does not exceed the amount of the Original Principal Balance for that term. The Original Principal Balance for the Initial Term is (a) the Initial Principal Amount and (b) for any subsequent term, is the amount in the account at the end of the previous term including interest credited to the account plus deposits and minus withdrawals during the Grace Period.

All additions become part of the account's current principal balance and are included in the accounts balance for purposes of early withdrawal penalty assessment. Unless otherwise specifically noted for your account, additions to CD accounts do not change interest rate or APY during term.

Bump Rate® Feature

If your account has the *Bump Rate®* feature, it will be indicated on a separate disclosure given to you when you open your account. If the Bank's interest rate and APY applicable to your type, term and balance of account goes up, at your request, we will increase your rate and APY one time per term to our then current standard interest rate and APY (posted in the financial center to which your account is assigned in our records) for your account type, term and balance as of the date that you exercise the *Bump Rate®* feature, for the remainder of that current term. Rate and APY may not be bumped to a promotional rate and APY made available in special offers.

The *Bump Rate®* feature, if offered for your account, will not be a feature on an automatic renewal of that account unless notified in writing otherwise.

Early Withdrawal Penalties

Except as set forth in the section on *Early Withdrawal Without Penalty* or otherwise specified, we will impose a penalty if you withdraw any principal from any CD before the Maturity Date. If the Bank is otherwise required to pay an amount related to your account (e.g., a levy, garnishment or assignment), or elects to close your account, as provided by this agreement, the same penalty will be imposed.

If the balance of a Liquid Certificate of Deposit is drawn below the minimum balance requirement or if the principal from any other type of CD is withdrawn before the Maturity Date, the CD Early Withdrawal Penalty (EWP) will be calculated at the rate then paid on the CD on the amount withdrawn, whether earned or not, based on the full (rather than remaining) current term of the CD as follows: CDs with a term of less than 12 months – an EWP equal to 90 days of simple interest; CDs with a term of 12 to less than 36 months – an EWP equal to 180 days of simple interest; CDs with a term of 36 months or more – an EWP equal to 365 days of simple interest.

Payment of the above penalties will be made at the time of the withdrawal as a deduction from either the amount withdrawn or the account's remaining principal balance, at the Bank's option. For all CDs, interest credited to the account during the current term may be withdrawn without penalty. However, interest credited to the account and not withdrawn prior to the Maturity Date of the certificate of deposit will be considered principal at renewal. We may close the account and charge an early withdrawal penalty if withdrawals would cause the balance to fall below the minimum balance required to maintain the account.

Early Withdrawal Without Penalty (excluding Retirement Accounts)

Withdrawal of principal on any CD may be made without penalty on the death or determination of legal incompetency of any owner of the account. To authorize such withdrawal on the grounds of legal incompetency, the Bank may, at its option, require a certified copy of a court or administrative order or decree establishing the incompetency. Refer to the *Deposit Accounts Held in IRAs, GRPs and CESAs* section in these *Account Disclosures and Regulations* for information on Early Withdrawal Without Penalty for Retirement Certificates of Deposit opened as part of a Retirement Plan as defined.

Grace Period

If your CD may be renewed at maturity, you have a Grace Period of ten (10) calendar days after the Maturity Date, except as noted below, to withdraw funds from your CD without being charged a penalty. However, if you withdraw funds during the Grace Period, interest will not be paid on the funds withdrawn between the Maturity Date and the Date of Withdrawal. You also may increase the amount in your CD account by any amount during the Grace Period, up to the maximum account balance permitted for the applicable account. If such account is held in an IRA, QRP or CESA, such additions are further limited by any applicable IRS contribution limitations. If you make withdrawals and/or deposits to your CD account during the Grace Period, your rate and APY during the Grace Period may vary, if applicable to your account. See the "Renewals" section in the account descriptions above. If the last day of the Grace Period is a non-Business Day, the Grace Period expires on the prior Business Day.

Issuance and Production of CDs

CDs may be accepted by the Bank on such terms, and may be issued in such form or forms, as may be determined from time to time by the Bank. The Bank may make payment of principal or interest payable on any CD without requiring production of the certificate, and any CD issued shall bear a statement providing for such payment. In addition, the issuance of a CD may be omitted if an adequate record of the account is maintained by the Bank in lieu of a CD, on which shall be entered deposits, withdrawals, interest credits and payments, charges and penalties.

Maturity Date and End of Term

The last day of the term is the day prior to the Maturity Date. The Maturity Date is the first day of the renewal term.

GENERAL REGULATIONS RELATING TO ALL ACCOUNTS AND SERVICES

Account Ownership

When you open an account, you may choose one of several types of ownership. You may wish to consult your tax adviser or attorney before opening any type of account. The type you select depends on how many people will sign on the account, how (or whether) they will share an interest in the account, and the purposes for which the account will be used. The type of ownership you select will be indicated on the *Master Account Agreement* you sign when you open an account.

Whenever an account is opened in the names of two or more people, but one or more of such persons have not signed the *Master Account Agreement* for such account, the Bank shall have the right, in its sole discretion, with respect to any issue, matter or transaction pertaining to the account, to (i) prohibit the non-signing person from transacting on or taking any other action with respect to the account or (ii) permit the non-signing person to transact on or take other action pertaining

to the account (in such event, the Bank may or may not require the signing of a *Master Account Agreement* or such other document acceptable to the Bank). Further, for all purposes and circumstances, including determining ownership of the account following the death of any person in whose name the account was opened, the Bank may, in its sole discretion, treat the account as being owned solely by the persons who have signed the appropriate *Master Account Agreement* or such other document acceptable to the Bank, or owned by all persons in whose names the account was opened.

THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS. The types of accounts in which funds may be deposited with the Bank include, but are not limited to, the following:

- (A) **Single (Individual) Account** – An account in the name of only one person. Funds in the account may be paid only to or on the order of that individual or someone to whom that individual has given a power of attorney or as otherwise may be required or permitted by law.
- (B) **Joint Account With Right of Survivorship** – An account opened in the names of two or more people.
 1. The Bank can release the entire balance in the account to any owner.
 2. The Bank can pay items drawn by or withdrawal requests initiated by or on behalf of any owner.
 3. The Bank may be required by service of legal process to pay the debt of any owner of the account with funds in the account and may exercise its right to offset the debt of any owner against the balance of the account.
 4. Unless the Bank receives written notice signed by an owner/signer not to pay, the Bank can continue to pay items or withdrawal requests initiated by or on behalf of any owner/signer.
 5. After receipt of the notice described in "4" above, the Bank may require the written authorization of all joint owners for any further payments or take other action as permitted pursuant to applicable law or this agreement.

Subject to the Bank's right to refuse any transaction, each party appoints the others, or any one of the others, with power of attorney to endorse any check or draft payable to any one or more of the parties and to cash or deposit the same. On the death of one party to a joint account, all sums in the account on the date of death vest in and belong to the surviving party(ies) as his/her/their separate property and estate and all funds in the account may be paid to any of the survivors.

If there is more than one surviving depositor, the rights of survivorship will continue between the surviving depositors. Payment of the remaining funds may be made to any of the surviving depositors, regardless of who actually owns the funds, without the consent of the others.

If this is a New Jersey Account, it is subject to the New Jersey Multiple Party Deposit Account Act ("MPDAA"). Bank will not be liable for payments made pursuant to the MPDAA. By signing the *Master Account Agreement*, you acknowledge reading the contract.

- (C) **Tenancy by the Entireties (Available only in Florida)** – Depositors in Joint Accounts with Right of Survivorship (see above) who are husband and wife and who wish to

designate the account as "Tenancy by the Entireties" may select this ownership type and request a special notation be reflected on their account record. Without limiting any rights the Bank otherwise has under this Agreement:

1. The account must be opened in the names of two people who must be husband and wife.
2. The Bank can release the entire balance in the account to any owner.
3. The Bank can pay items drawn by or withdrawal requests initiated by or on behalf of any owner.
4. The Bank may be required by service of legal process to pay the debt of both owners of the account with funds in the account and may exercise its right to offset the debt of both owners against the balance of the account.
5. Unless the Bank receives written notice signed by one of the owners not to pay, the Bank can continue to pay items or withdrawal requests initiated by or on behalf of the other owner.
6. After receipt of the notice described above, the Bank may require the written authorization of both owners for any further payments or take other action as permitted pursuant to applicable law or this Agreement. Subject to the Bank's right to refuse any transaction, each party appoints the others, or any one of the others, with power of attorney to endorse any check or draft payable to any one or more of the parties and to cash or deposit the same. On the death of one of the owners to an account held in this manner, all sums in the account on the date of death vest in and belong to the surviving owner as his/her separate property and estate and all funds in the account may be paid to the survivor.

It will be the responsibility of the owners to notify the Bank immediately upon the entering of a Final Judgment dissolving the bonds of marriage, at which time this account will become by law a Joint Account with Right of Survivorship and the provisions relating to that type of ownership will then apply to this account.

(D) Joint Account Without Right of Survivorship (Tenants in Common) – An account opened by two or more people.

1. The Bank can release the entire balance in the account to any owner while all are alive.
2. The Bank can pay items drawn by or withdrawal requests initiated by or on behalf of any owner while all are alive.
3. The Bank may be required by service of legal process to pay the debt of any owner of the account with funds in the account and may exercise its right to offset the debt of any owner against the balance of the account.
4. Unless the Bank receives written notice signed by any owner/signer not to pay, the Bank can continue to pay checks or withdrawal requests signed by any other owner/signer.
5. After receipt of the notice described in "4" above, the Bank may require the written authorization of all joint owners for any further payments or take other action as permitted pursuant to applicable law or this agreement. Each party appoints the others, or any one of the others, with power of attorney to endorse any check or

draft payable to any one or more of the parties and to cash or deposit the same. Upon the death of one party, the interest of the deceased party passes to his or her estate and obligations of that person become obligations of his or her estate, and upon our receipt of notice of such death, and unless otherwise indicated in our records or required by applicable law, the interest of each party shall be presumed equal and the Bank may restrict withdrawals by any party or their legal representative to such interest. Depositors in a joint account without right of survivorship who are husband and wife or registered domestic partners recognized by applicable law and who wish to designate the account as "community property" may select this ownership type and request a special notation be reflected on their account record. Their interest in the account of such deposits will be determined by applicable community property law and may be affected by will. The Community Property designation is available only if allowed by applicable state law.

If this is a New Jersey Account, it is subject to the New Jersey Multiple Party Deposit Account Act ("MPDAA"). Bank will not be liable for payments made pursuant to the MPDAA. By signing the *Master Account Agreement*, you acknowledge reading the contract.

(E) New York Joint Accounts – In the absence of a contrary indication on the *Master Account Agreement*, by signing the *Master Account Agreement* you agree that a joint account is deemed a Joint Account With Right of Survivorship. For joint accounts opened in New York, one of the following contracts is applicable.

(1) Joint Account with Right of Survivorship (New York Only)

This account is opened in the names of two or more people and will be paid to any of them or the survivor of them. Each is an owner and has the right to all of the funds in the account. On the death of one, the survivor(s) owns the account. The characteristics of the account are as follows:

- a. The Bank can release the entire balance in the account to any owner(s) while any are alive.
- b. The Bank can pay checks drawn by or withdrawal requests from any owner(s) while any are alive.
- c. The Bank may be required by service of legal process to pay the debt of any owner(s) of the account with funds in the account and may exercise its right to offset the debt of any owner against the balance of the account.
- d. The Bank may honor checks or withdrawal requests from the survivor(s) after the death of an owner.
- e. The Bank may treat the account as the sole property of the survivor(s) after the death of an owner.
- f. Unless the Bank receives written notice signed by any owner not to pay, the Bank can continue to pay checks or withdrawal requests signed by any owner.
- g. After receipt of the notice described in "f" above, the Bank may require the written authorization of all joint owners for any further payments.

(2) Joint Tenancy Without Right of Survivorship not designated as a Convenience account is described in Account Ownership section (D) above

(3) Joint Tenancy Without Right of Survivorship which has been designated as "Joint Account for Convenience Only" (New York Only)

We may, at our option, not permit an account to be designated as Joint Account for Convenience only and, if we do permit, may require such to be confirmed in writing. If your account is a New York account which is referenced in our records as "Joint Account for Convenience Only" for which a convenience signer has been identified, the following applies:

This account is opened in the name of the depositor and another person for the convenience of the depositor without any right of survivorship in the account in favor of the other person. Unlike the Joint Account with Right of Survivorship or Joint Tenancy Without Right of Survivorship which has not been designated in our records as a "Joint Account for Convenience Only", the only owner of a Joint Account for Convenience Only is the depositor (the person identified as the account owner in our records). The characteristics of the account are as follows:

- a. Only the owner may close the account during the lifetime of the owner.
- b. The Bank may honor checks or withdrawal requests from the owner or the other named person during the lifetime of the owner even if those checks or orders or withdrawal requests reduce the account to zero balance.
- c. The Bank may be required by service of legal process to pay a debt of the owner with the funds from the account but not the debt of the other named person.
- d. Prior to receipt of notification of death of the owner and a reasonable opportunity to act on it, the Bank may honor checks or withdrawal requests from the other named person.
- e. After the death of the owner, the Bank may pay part or all of the balance in the account to the owner's executor, administrator or voluntary administrator unless the Bank is served with legal process prohibiting payment and has a reasonable opportunity to act on it.
- f. The Bank will not treat the account as the property of the other named person after the death of the owner.
- g. Unless the Bank receives written notice signed by the owner not to pay, the Bank will not be liable for continuing to honor checks or withdrawal requests from the other person.
- h. After receipt of the notice described in "g" above, the Bank may require the written authorization of the owner for any further payments.

(F) Single P.O.D. (Payable on Death) or Totten Trust Account – A voluntary and revocable P.O.D./Totten Trust account opened by one person (depositor) who names

another as payee or beneficiary. Refer to the P.O.D. and Totten Trust Accounts section in these Account Disclosure and Regulations.

If this is a New Jersey Account, it is subject to the New Jersey Multiple Party Deposit Account Act ("MPDAA"). Bank will not be liable for payments made pursuant to the MPDAA. By signing the Master Account Agreement, you acknowledge reading the contract.

(G) Joint P.O.D. (Payable on Death) or Totten Trust Account – A joint voluntary and revocable P.O.D./Totten Trust account or a similar trust account with right of survivorship opened by two or more persons (depositors) who name another as payee or beneficiary. The account operates as a Joint Account with Right of Survivorship during the lives of the joint holders until the death of the last of the joint owners to die (see above). Refer to the P.O.D. and Totten Trust Accounts section in these Account Disclosures and Regulations.

If this is a New Jersey Account, it is subject to the New Jersey Multiple Party Deposit Account Act ("MPDAA"). Bank will not be liable for payments made pursuant to the MPDAA. By signing the Master Account Agreement, you acknowledge reading the contract.

(H) Custodian Under the Applicable Uniform Transfers (or Gifts) to Minors Act – A complete and irrevocable transfer to a minor. Your rights and responsibilities are governed by the Act. The funds in the account belong to the minor but are controlled by and carried in the name of the custodian. The minor's tax identification number is used for the account, as the minor is the beneficial owner of the funds. Deposits in the account are held for the exclusive right and benefit of the minor. When the minor reaches the age of majority, or other age at which withdrawal is to be permitted, it is the legal obligation of the custodian to turn the funds over to the minor.

Custodianship will terminate as provided for in accordance with applicable law.

(I) Fiduciary Account – Account involving a legal arrangement or capacity in which one person or entity (the fiduciary) acts on behalf of another. Examples include, but are not limited to: Personal Representative, Guardian or Conservator for a minor or other legally incompetent person, and Trustee under Trust Agreement or under Will. Upon request of the Bank, Fiduciary will supply to Bank an Affidavit, certification or other documentation, including, without limit, copies or excerpts of any agreement, instrument or order pertaining to the account or fiduciary relationship.

(J) Trustee IRA – Trustee Retirement Account. A personal savings plan in which the participant directs all transactions within the Retirement Plan. Opened by individuals meeting applicable IRS requirements whether or not they are covered by a retirement plan. Washington Mutual Bank is the Trustee of certain retirement plans. Transactions are governed by the appropriate sections of the Internal Revenue Code.

(K) Sole Proprietorship Account – A business account opened by the owner(s) of a business that is an individual and not a corporation, association, limited liability company, partnership or other business entity. For product eligibility purposes, an unincorporated business owned solely by two individuals who are married to each other will be treated as a "sole proprietorship/husband and

- (L) **Partnership Account** – Opened in the name of a partnership.
- (M) **Unincorporated Association Account** – Opened in the name of an association.
- (N) **Corporation Account** – Opened in the name of a corporation. In each case, the type of account shall be determined by the terms of the contract of deposit between the depositor and the Bank.

The Bank may enter into a contract of deposit without regard to whether the depositor is married (or a registered domestic partner) and without regard to whether the funds on deposit are the community or separate property of the depositor. If you establish a joint account without signature of the other accountholders, you agree to hold us harmless for reliance on your designation of the other joint accountholder(s) listed in our records. At our option, we may require you to close the account in order to establish, terminate or change joint ownership or to establish, terminate or change a pay-on-death or trust designation.

If accountholder is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity or is acting on behalf of another or in a representative capacity including, without limit, as an attorney-in-fact, custodian or guardian, each person signing the *Master Account Agreement* or any other documents, individually and in such capacity, represents and agrees at the time of entering into the *Account Agreement* and on an on-going basis that:

- (1) such person is fully authorized to execute all documents in the capacity stated therein;
- (2) such person has furnished all documents necessary to evidence that authority;
- (3) such person and accountholder will furnish any other documents in such form as we may request from time to time;
- (4) any instruction from such person, whether oral, or in writing shall be assumed to be given in such capacity, whether or not such capacity is indicated at the time of the instruction and is for the benefit of the person or entity represented; and
- (5) without limiting the foregoing, if a withdrawal is made to cash or payable to the individual representing the accountholder or acting on the owner's behalf, such person is entitled to such funds, for example, as reimbursement of amounts advanced or to be advanced to such person or entity so represented.

We are not required to recognize any resolution affecting the account that is not on our form. Any change in Authorized Signers will not be effective against us until five (5) Business Days after our receipt of the documents affecting the change, sufficient to us in our discretion provided that we may, at our option, recognize such changes earlier.

The Bank may limit the aggregate amount which an individual, corporation, association or other depositor may have to that depositor's credit to such sum as the Bank may deem expedient to receive in the Bank's sole discretion. In addition, the Bank may make certain accounts available to limited ownership types only. In making payments of funds deposited in an account, the Bank may rely conclusively and entirely upon the form of the account and the terms of the contract of deposit at the time the payments are made.

The Bank is not required to inquire as to the source, ownership or prorate interest of any funds received for deposit to an account or the proposed application of any payments made from an account. Unless the Bank has actual knowledge of the existence of a dispute between or death or incompetency of, depositors, beneficiaries, payees or other persons claiming an interest in funds deposited in an account, all payments made by the Bank from an account at the request of any depositor to the account, and/or the agent of any depositor to the account, in accordance with the terms of the *Master Account Agreement* and these *Account Disclosures and Regulations* shall constitute a complete release and discharge of the Bank from all claims for the amounts so paid whether or not the payment is consistent with the actual ownership of the funds deposited in an account by a depositor and/or the beneficiaries and payees of Totten Trust and P.O.D. accounts, and/or their heirs, successors, personal representatives and assigns unless otherwise prohibited by law.

As used herein, "actual knowledge" of the Bank shall mean written notice in accordance with the provisions of these *Account Disclosures and Regulations* to a manager of a branch of the Bank, or an officer in the course of that officer's employment at the branch, pertaining to funds held on deposit in an account maintained by the branch, or pertaining to any other products or services offered by us, received within a period of time which affords the Bank a reasonable opportunity to act upon the knowledge.

Account Ownership and Contact Information Changes

Once the account is established, if you wish to change ownership types and we, in our discretion, agree to such change, you may visit one of our financial centers or call the customer service number to start the process. We may, at our option, require such change to be confirmed in writing by all account owners or authorized representatives, if more than one, and/or we may require the account to be closed (including, at our option, charging any applicable early withdrawal penalties) and a new account then offered by us to be opened to make such change. You must notify the Bank of any change in your telephone number or residence, post office or mailing or e-mail address. This includes contact information changes due to temporary changes, such as being placed on active military duty.

Notice of change in contact information may be given by writing the Bank, calling us at one of the numbers set forth at the end of this booklet, or by providing notice to a Bank employee in person or other means Bank may, at its option, authorize from time to time. If you change the contact information for you or any of your accounts/services, such may, but at our option may not, change the record for any other account or services you have with us. It is your obligation to confirm the new information is provided with respect to all of your accounts/services with us. If you do not provide notice of change of contact information with respect to any account or service, you agree that the Bank can send all notices and other correspondence to any of you at the address maintained on the Bank's records for such accounts, products or services, or to such new address we have received for any of you or as otherwise set forth herein.

You agree to notify us in writing of any change in ownership or Authorized Signers on your account or if an owner or Authorized Signer on the account dies or is adjudicated incompetent. Subject to and without limiting anything else in these *Account Disclosures and Regulations*, if there is more than one owner and/or Authorized Signer on the account: Any one accountholder or Authorized Signer may request the account to be closed without consent of any other accountholder or Authorized Signer; and, any one accountholder may request, and Bank may, at its option permit, removal of any accountholder or Authorized Signer without consent of any other accountholder or Authorized Signer on the account, including without